

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In Re:

Case No.: 03-47088

Beckie Lee Bryant,

Debtor,

Ricky Joe Young,

Adv. No.: 04-4260

Plaintiff,

vs.

DEFENDANTS' ANSWER

Beckie Lea Bryant,

a/k/a Beckie Lea Bryant Young,

Defendant.

Defendant Beckie Bryant ("**Defendant**"), as and for her Answer to the Complaint of Plaintiff Rickie Joe Young ("**Plaintiff**"), states and alleges as follows:

1. Defendant admits paragraphs 1 through 3 of the Complaint.
2. Defendant denies paragraph 4 of the Complaint and puts Plaintiff to the strictest proof thereof.
3. Defendant admits paragraph 5 of the Complaint to the extent that the documents referred to therein speak for themselves.
4. Defendant denies Plaintiff's characterizations contained in paragraph 6 of the Complaint and, therefore, denies the same and puts Plaintiff to the strictest proof thereof.
5. Defendant denies paragraphs 7 and 8 of the Complaint and puts Plaintiff to the strictest proof thereof.
6. Defendant denies the first sentence of paragraph 9 of the Complaint. Defendant is

without knowledge or information sufficient to form a belief as to the truth of the matter asserted in the second sentence of paragraph 9 of the Complaint and, therefore, denies the same and puts Plaintiff to the strictest proof thereof.

7. Defendant denies paragraph 10 of the Complaint and puts Plaintiff to the strictest proof thereof.

8. Defendant admits the first sentence of paragraph 11 of the Complaint to the extent that the bankruptcy schedules referred to therein speak for themselves. As to the second sentence of paragraph 11, Defendant is without knowledge or information as to when Plaintiff learned of the subject bankruptcy filing and, therefore, denies the same and puts Plaintiff to the strictest proof thereof.

9. Defendant admits paragraph 12 of the Complaint to the extent that the bankruptcy schedules referred to therein speak for themselves.

10. Defendant admits paragraphs 13 and 14 of the Complaint to the extent that the subject bankruptcy schedules speak for themselves. Defendant denies Plaintiff's characterization of the schedules in that his facts are wrong, as are his legal premises. Further, paragraph 14 alleges a legal conclusion for which no response is required.

11. Defendant denies paragraph 15 of the Complaint and puts Plaintiff to the strictest proof thereof.

12. Any matter not admitted, denied or otherwise qualified herein is hereby denied.

DEFENSES

13. Plaintiff fails to state a claim upon which relief may be granted.

14. Defendant did not employ false pretenses, false representations or actual fraud with

respect to her dealings with Plaintiff.

15. Defendant did not employ the use of a writing that was materially false respecting her financial condition upon which Plaintiff reasonably relied.

16. Defendant, at no time, acted with intent to deceive Plaintiff.

17. Any harm to Plaintiff was the result of its own negligence or oversight.

18. Defendant's statements to Plaintiff were not material.

19. Plaintiff did not act with actual or reasonable reliance upon Defendant's representations.

20. Any payment of debts is not yet due.

21. An application of the factors of 11 U.S.C. §523(a)(15) will result in a discharge of the obligations that are the subject of this action.

22. Defendant's discharge is not barred by fraud.

23. Plaintiff may have known about Defendant's bankruptcy case prior to discharge being entered thus barring his allegations of revocation of discharge.

24. Plaintiff's claims are barred by the doctrine of laches or other equitable tenets as Plaintiff waited about six months from the date of making an appearance in the bankruptcy case to commence this action.

25. Plaintiff's claims are time barred.

26. Plaintiff's "Wherefore" clause asks for relief which is inappropriate, such as a referral for prosecution.

27. This Court lacks authority to order an investigation or to refer the matter to any authority except to do so *sua sponte*.

WHEREFORE, Defendants request a judgment of this Court,

1. Dismissing Plaintiff's Complaint in its entirety;
2. Awarding Defendant all of her costs, disbursements and attorneys' fees allowed by law ; and
3. Such other relief as the Court deems just and equitable.

**LEONARD, O'BRIEN
SPENCER, GALE & SAYRE, LTD.**

/e/ Matthew R. Burton

Dated: October 13, 2004

By _____
Matthew R. Burton, #210018
Attorneys for Defendant
100 South Fifth Street
Suite 2500
Minneapolis, Minnesota 55402-1216
(612) 332-1030

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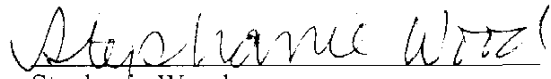
UNSWORN CERTIFICATE OF SERVICE

I, Stephanie Wood, declare under penalty of perjury that on the 13th day of October, 2004, I sent a copy of the ***Defendant's Answer*** to:

Barbara J. May, Esq.
4105 N. Lexington, #310
Arden Hills, MN 55126

enclosed in an envelope, and by depositing the same in the United States mail at Minneapolis, Minnesota, directed to said attorney at the above address, the last known address of said attorney.

Dated: October 13, 2004


Stephanie Wood
100 South Fifth Street, Suite 2500
Minneapolis, MN 55402
(612) 332-1030